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a constructive trust. *Edwards v. Culbertson*, 111 N. C. 342, 16 S. E. 233; *Harrison v. Tierney*, 254 Ill. 271, 98 N. E. 523. If the wrongdoer uses the property to pay a creditor whose claim is secured, equity will subrogate the injured party to the creditor's former rights against the security. *Tille Guaranty Co. v. Haven*, 106 N. Y. 487, 89 N. E. 1082; *Oury v. Saunders*, 77 Tex. 278, 13 S. W. 1030; *M'Mahon v. Fetherstonhaugh*, [1895] 1 I. R. 83. Subrogation, like the device of a constructive trust, is a remedial doctrine applied broadly as may best serve the purposes of justice. See Roscoe Pound, "The Progress of the Law — Equity," 33 HARV. L. REV. 420, 421; SHELDON, SUBROGATION, 2 ed., § 13. The principal case, however, refuses subrogation to the defrauded plaintiff and contends in effect that although there was fraud on the part of the mortgagor, this was negated by plaintiff's failure to examine the records. In actions for deceit, nevertheless, the negligence of the injured party cannot, by the better view, be used as a defense. *Fargo Coke Co. v. Electric Co.*, 4 N. D. 219, 59 N. W. 1066; *Redding v. Wright*, 49 Minn. 322, 51 N. W. 1056. It is also well settled that creditors cannot profit by their debtor's wrong. *In re Ennis*, 187 Fed. 720; *Brennan v. Tillinghast*, 201 Fed. 609. Furthermore, the second mortgagee's pre-existing rights here would not be prejudiced by allowing subrogation to the plaintiff. Thus the question of whether plaintiff was put on notice by the records is immaterial. It is submitted therefore that the principal case is incorrect.

CONTRACTS — ENLISTMENT — ACTION BY SOLDIER TO RECOVER PAY. — By the terms of his enlistment in the British Army, suppliant was to be paid six shillings a day. His pay was later reduced to one shilling, on the ground that the higher rate was erroneous. After discharge, he seeks to recover the difference by petition of right. The Crown demurred. *Held*, that the demurrer be sustained. *Leaman v. The King*, [1920] K. B., *The London Times*, July 24, 1920, p. 4.

It has long been settled law in England that an army officer cannot recover his pay in an action, but must rely on the grace of the Crown. *In re Tufnell*, 3 Ch. D. 164. Suppliant sought to distinguish his case on the ground that enlistment is a contract. See ARMY ACT 1881, 44 & 45 VICT., c. 58, s. 80 (1). See also MANUAL OF MILITARY LAW, War Office, 1914, p. 189. A petition of right ordinarily lies on a contract with the Crown. *Thomas v. The Queen*, L. R. 10 Q. B. 31. And once the Crown has granted its fiat that right be done, the action proceeds as between subject and subject. See 2 ANSON, LAW AND CUSTOM OF THE CONSTITUTION, 3 ed., Part 2, p. 299. The principal case therefore holds either that there is no contract; or that there is a contract unenforceable against the Crown, not because of any procedural difficulty, but because of its peculiar nature as an agreement for military service. The court declined to decide which theory is correct. The section of the Army Act giving to the Crown the final decision in cases of doubt as to pay, would support either view. See 44 & 45 VICT., c. 58, s. 140 (3). In the United States enlistment is a contract. *In re Grimley*, 137 U. S. 147. And a soldier can sue on it in the Court of Claims. *Hosmer v. United States*, 3 Ct. Cl. 6, aff'd *United States v. Hosmer*, 9 Wall. (U. S.) 432.

DANGEROUS PREMISES — LIABILITY TO LICENSEES — IS A FIREMAN A LICENSEE? — Defendant maintained a paved driveway on its premises giving access from the street to its barn. An unguarded coal hole extended half way across the pavement. Plaintiff, a fireman, while going to a fire in the barn at night, fell into the coal hole and was injured. *Held*, that the plaintiff can recover. *Meiers v. Fred Koch Brewery*, 127 N. E. 491 (N. Y.).

By the weight of American authority, a fireman who enters property to extinguish a fire has the legal status of a licensee and takes the risk of visible